

**DISCLAIMER**

Michigan Department of Social Services (DSS)/Family Independence Agency (FIA)/Department of Human Services (DHS) are one-in-the-same.

**AGREEMENT**

This Agreement, effective upon date of signature, is by and between the Michigan Department of Social Services, having a mailing address of 235 S. Grand Ave., Lansing, MI 48909 (formerly 300 South Capitol Avenue, Lansing, Michigan 48926) (hereinafter referred to as the "department") and Bay Mills Indian Community, having a mailing address of Rural Route #1, Box 313, Brimley, Michigan.

**Witnesseth**

**WHEREAS**, the department has been designated to cooperate with the Federal Government and with all other departments or agencies of the State in any plans established in cooperation with the State or local units of Government and private agencies under the provisions of MCLA 400.10: and,

**WHEREAS**, the department and Tribe has lawful authority to enter into the Agreement pursuant to Section 109 of the Indian Child Welfare Act of 1978, 25 USCA 1919.

**WHEREAS**, Mr. Jeffrey D. Parker has lawful authority to bind the Tribe to the terms set forth in this Agreement.

**NOW, THEREFORE**, in consideration of the above, and in consideration of the promises and mutual covenants hereinafter contained, the parties hereto agree as follows:

**1. Purpose**

The purpose of this Agreement is to provide Children's Protective Services coverage to the members of the Bay Mills Indian Community residing on Tribal Trust Land in Chippewa County, Michigan. To authorize protective services workers of the Michigan Department of Social Services to act on behalf of the Tribe under the Tribe's child welfare code, and to clarify the respective authority and responsibilities of DSS and Tribal workers.

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## 2. Protective Services Coverage on Tribal Trust Land

Under the Indian Child Welfare Act of 1978, the Tribe has exclusive jurisdiction over child welfare matters of its members who reside upon Tribal trust land. Notwithstanding this, the parties wish to authorize DSS protective services workers to act on the Tribe's behalf to protect the welfare of its members as follows:

- a. The Tribe hereby designates the Michigan Department of Social Service workers of the Chippewa County Social Service offices as Tribal Social Workers under the Tribe's child welfare code. DSS workers will exercise full authority of Tribal Protective Service Workers under said code.
- b. DSS agrees to provide protective services coverage on Tribal trust land in Chippewa county according to Act No. 238 P.A. of 1975, as amended and DSS policy for providing protective services.
- c. It is intended that the authority conferred upon DSS workers by this Agreement is to be exercised **when Tribal child welfare workers are unavailable**. This confers primary responsibility for responding to protective service matters after working hours and on weekends or holidays to the DSS workers handling emergency reports. During business hours, protective service matters will be referred to tribal child welfare authorities. However, DSS workers may act in an emergency situation when exigencies of the situation do not permit delays in action. DSS workers need not contact Tribal authorities prior to acting under this Agreement in emergency situations.
- d. DSS Protective Service Workers do not have the authority to remove children without prior court approval. The Tribal Judge/Magistrate responsible for Indian Child Welfare will be contacted by DSS Protective Services Workers prior to removing a child on an emergency basis. If the situation arises that the Tribal Judge/Magistrate cannot be located, the DSS Protective Service Worker will notify Tribal Police of the emergency and request that the child be removed by them. The Tribal Judge/Magistrate will be notified no later than the next business day of the emergency removal of the child by Tribal Police.

In the event that a child is taken into custody by DSS workers under this Agreement, the placement decision shall be made by the DSS worker with the placement priority as follows when feasible:

1. In the home of a responsible relative of the child.
  2. In a Tribal shelter care home.
  3. In a DSS shelter home.
- e. The parties agree that responsibility for continued supervision of a child taken into custody by DSS workers under this Agreement shall be transferred to Tribal authorities upon demand or on the next working day following removal from the home. Cases requiring transfer to the Tribal authorities include not only those involving tribal members, but also those involving Native Americans found on trust land. Cases involving non-Indians investigated on trust land shall be retained by the DSS worker and processed through Probate Court.
- f. DSS workers will provide a written report of each call it receives on Tribal trust lands to Tribal Social Workers.

### **3. Shelter Care Costs**

The Tribe shall be responsible for shelter care costs of children placed in foster or shelter care by DSS workers under this Agreement. Determining the financial responsibility for placement costs incurred in placing Native American children remains the responsibility of the Tribe.

### **4. Court Proceedings**

Tribal authorities shall determine whether a petition for continued custody is filed in any case where a child is taken into custody with a court order. DSS workers shall be available to participate as witnesses in Tribal Court in the event such is required. The Tribal authorities shall be responsible for prosecution of the case in Tribal Court.

### **5. Police Services**

- a. Trust lands in Chippewa county are under the jurisdiction of the Bay Mills Indian Community Tribal Law Enforcement for the purposes of police protection.

- b. The parties anticipate that law enforcement jurisdiction will not shift pursuant to Federal Law. In the event that a need for police protection occurs, the Tribe agrees that it will provide for police assistance to DSS workers under arrangements for law enforcement then pertaining.

## **6. Actions Against The Department**

Any actions brought against DSS or its employees for any alleged acts or omissions occurring on or off Tribal lands arising out of or connected to the performance of this Agreement must be brought in the appropriate courts of the State of Michigan and not the Tribal Court which shall decline to exercise jurisdiction over such actions, and all such actions shall be governed by the laws, procedural and substantive, of the State of Michigan including those laws pertaining to the immunity of the State and its employees.

## **7. Information And Training**

The parties agree to provide information and training copies of relevant manuals and codes to each other to assist in implementing this Agreement.

## **8. Cooperation Committee**

A committee consisting of the Tribe's Chairperson or designate the Tribal Worker, The County Director of the Chippewa County Department of Social Services or his designate, and a DSS protective services worker is established to resolve any questions related to the implementation of this Agreement or to resolve any disputes arising under it.

## **9. Disputes**

The Tribe shall notify the Department in writing of its intent to pursue a claim against the Department for breach of any terms of this Agreement. No suit may be commenced by the Tribe for breach of this Agreement prior to the expiration of ninety (90) days from the date of such notification. Within this ninety day period, the Tribe, at the request of the Department, must meet with the Director of the Department for the purpose of attempting resolution of the dispute.

**10. Confidentiality**

The use or disclosure of information concerning persons obtained in connection with the performance of this Agreement shall be restricted to purposes directly connected with the administration of the programs implemented by this Agreement.

**11. Terms And  
Amendment Of  
Agreement**

This Agreement is continuing in nature unless terminated. It may be amended at any time by mutual agreement of the parties. It may be terminated by either party upon thirty (30) days written notice to the other party.

**12. Liability**

The tribe shall indemnify, save and hold harmless the Department against any and all expense and liability of any kind which the Department may sustain, incur or be required to pay arising out of this Agreement; provided, however, that the provisions of this paragraph shall not apply to liabilities or expenses caused by or resulting from the willful or negligent acts or omissions of the Department or any of its officers or employees. Further, in the event the Tribe becomes involved in or is threatened with litigation the Tribal shall immediately notify the Department and Department may enter into such litigation to protect the interests of the Department as they may appear.

**IN WITNESS  
WHEREOF,**

the Department and Tribe have caused this Agreement to be executed by their respective officers duly authorized to do so.

Dated at Bay Mills, Michigan this 30th day of July, 1990.

Witness: [Signature]

BAY MILLS INDIAN COMMUNITY Tribe

[Signature]

Jeffrey D. Parker, Chairman

Dated at Lansing, Michigan this \_\_\_\_\_ day of \_\_\_\_\_, 1990.

Witness: \_\_\_\_\_

MICHIGAN DEPARTMENT OF SOCIAL SERVICES

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C. Patrick Babcock, Director